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leads to the other terminus, must be followed, though it may diverge from a direct line between the two points. This is also true where there is a marked line, if there is enough to show that such line, though not a direct line, was intended as a boundary, provided by following it the other terminus can be reached.

Appeal from Circuit Court of Buchanan county. Affirmed.

*Chase & Daugherty*, for the appellant.

*M. O. Litz, Greever & Gillespie, R. E. Williams*, for the appellants.

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MILTON et als. v. KITE, et als.

Nov. 21, 1912.

[7 Va. App. 121.]

**1. Equity—Bill—Multifariousness.**—Where a bill sets forth that a will had been made by a decedent, which had never been revoked, devising to complainants land claimed by them, and prays that it may be set up, or, if this can not be done, that the contract stated in the bill, by which decedent agreed to give said land to complainants, may be specifically executed: Held, that the bill is not multifarious, but contains merely alternative statements of the same cause of action, and has but one object, viz., to make good the title of complainants to the land in controversy.

**2. Idem—Contracts—Specific Execution—Fraud.**—The bill under consideration, held to state a case for the specific execution of a contract which has been so far performed upon the part of the plaintiffs that it would operate a fraud upon their rights to deny them relief.

**3. Witnesses—Competency.**—Where K. paid \$1,200 to D., the daughter of B., on the agreement of B. that he would devise D.'s interest in his estate to K.: Held, that after B.'s death D. is a competent witness on belief of K., in a suit by K. against B.'s heirs, to prove the contract.

**4. Equity—Specific Performance—Contract to Dispose of Property by Will.**—An agreement to dispose of property by will cannot be specifically enforced, but a court of equity can do what is equivalent, i. e., compel those upon whom the legal title has descended to convey or deliver the property in accordance with the terms of the agreement, upon the ground that it is charged with a trust in the hands of the heirs at law, devisee, personal representative, or purchaser with notice of the agreement, as the case may be.

Appeal from Circuit Court of Page county. Affirmed.

*E. J. Armstrong, W. F. Keyser, Chas. A. Hammer*, for the appellants.

*R. S. Parks, Marshall McCormick, R. F. Leedy*, for the appellees.